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GREGORY ALAN FOSTER

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

GREGORY ALAN FOSTER, an Individual;

Plaintiff,

vs.

PUMA NORTH AMERICA, INC., a Delaware corporation; MB1 ENTERPRISES LLC, a North Carolina limited liability company; MELO LAFRANCE BALL, an Individual; BIG BALLER BRAND, INC., a California corporation; LAVAR BALL, an Individual; TINA BALL, an Individual; and DOES 1 through 10, inclusive,

Defendant(s).

Case No.: 2:23-cv-9372

COMPLAINT FOR DAMAGES,
ACCOUNTING, AND INJUNCTIVE RELIEF

1. FEDERAL TRADEMARK INFRINGEMENT [15 U.S.C. §1114]
2. TRADEMARK DILUTION [15 U.S.C. §1125(c); CA. BUS. & PROF. CODE §14247]
3. COMMON LAW TRADEMARK INFRINGEMENT
4. UNFAIR BUSINESS PRACTICES [15 U.S.C. §1125(a); CA. BUS. & PROF. CODE §17200]
5. FRAUDULENT REGISTRATION OF TRADEMARK [15 U.S.C. §1120]
6. UNFAIR BUSINESS PRACTICES [15 U.S.C. §1125(a); CA. BUS. & PROF. CODE §17200]
7. BREACH OF WRITTEN CONTRACT
8. BREACH OF FIDUCIARY DUTY
9. CONVERSION
10. FRAUD
11. UNJUST ENRICHMENT
12. CONSTRUCTIVE TRUST

JURY TRIAL DEMANDED

1 Plaintiff. Plaintiff therefore sues said Defendants by such fictitious names. When the true names
2 and capacities of said Defendants have been ascertained, Plaintiff will amend this pleading
3 accordingly.

4 12. Plaintiff further alleges that Does 1-10, inclusive, sued herein by fictitious names are
5 jointly, severally and concurrently liable and responsible with the named Defendants upon the
6 causes of action hereinafter set forth.

7 13. Plaintiff is informed and believes and thereon alleges that at all times mentioned
8 herein Defendants PUMA, LaMelo, and Does 1-10, inclusive, and each of them (collectively,
9 “**Defendants**”), were the agents, servants and employees of every other Defendant and the acts of
10 each Defendant, as alleged herein, were performed within the course and scope of that agency,
11 service or employment.

12
13 **JURISDICTION AND VENUE**

14 14. This action arises under the federal trademark statute (the “**Lanham Act**”), 15
15 U.S.C. § 1051 *et seq.*, and under the common law of the State of California. This Court has subject
16 matter jurisdiction over the federal trademark, false advertising, and unfair competition claims
17 pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332, 1338, and 1367. The Court has subject
18 matter jurisdiction over the related California state law claims pursuant to 28 U.S.C. §§ 1338 and
19 1367.

20 15. The amount in controversy between the parties exceeds \$75,000.

21 16. Plaintiff is informed and believes, and on that basis alleges, that this Court has
22 personal jurisdiction over Defendants because they have extensive contacts with, and conduct
23 business within, the State of California and this judicial district; Defendants have caused LaMelo’s
24 signature brand PUMA footwear and apparel products to be advertised, promoted, and sold in this
25 judicial district; the causes of action asserted in this Complaint arise out of Defendants’ contacts
26 with this judicial district; and because Defendants have caused tortious injury to Plaintiff in this
27 judicial district.

21. Because Lavar and Tina were financially unable, Alan expressed that he was willing to provide the funding needed to start these various new businesses. During a meeting in mid-February 2016, Alan, LaVar and Tina agreed that, in exchange for Alan providing loans and business consulting expertise to create, develop, market and manage these new ventures, LaVar and Tina would grant Alan at least a 33% ownership in the new businesses and would ensure that Alan held officer and director positions in these companies.

B. Alan's Ownership Interest in Ball Sports Group, Inc. and Big Baller Brand LLC

22. On or about April 12, 2016, Alan, LaVar and Tina entered into a written agreement entitled "Proposed Terms-Ball Sports Group, Inc." which set forth the terms governing these new business ventures centered around the Ball family ("**BSG Agreement**"). Pursuant to the BSG Agreement, Ball Sports Group is structured as a global sports management agency that consists of (1) a professional basketball sports agency, (2) a media company, Ball Media and Publishing LLC, (3) a merchandising company, Ball Merchandising LLC, and (4) additional "Ball Family Companies." Pursuant to the BSG Agreement, Alan was entitled to a 33% non-dilutable ownership interest in Ball Sports Group, Inc. Ball Media and Publishing LLC, Ball Merchandising LLC and other 'Ball Family Companies'.

23. On or about April 20, 2016, Alan filed a Certificate of Name Change to rename an existing Wyoming corporation, Hawk Springs Business Systems, as Ball Sports Group, Inc. ("**BSG**").

24. On or about April 28, 2016, Alan, LaVar, and Tina executed BSG's written Bylaws ("**BSG Bylaws**"). The BSG Bylaws named LaVar as Director and President, Tina as Director, and Alan as Director, COO, Secretary and Treasurer. On the same day, Alan, LaVar, and Tina executed the Amended Articles of Incorporation of Ball Sports Group, Inc. ("**BSG AAIC**") pursuant to which Ball Sports Group, Inc.'s 1,000,000 shares were divided 335,000 shares each to LaVar and Tina and 330,000 to Alan in order to reflect the terms set forth in the BSG Agreement.

25. In accordance with the BSG Agreement, Alan, LaVar, and Tina decided to form an apparel, clothing, and footwear merchandising company and selected the name 'Big Baller Brand'

1 to capitalize on the Ball family brand they wanted to build. Pursuant to the BSG Agreement, the
 2 parties contemplated that each of them would own one-third of Big Baller Brand. The aim of
 3 BBB LLC was to become the first sports apparel and footwear merchandiser to offer co-branding
 4 deals to professional athletes in every sport who want ownership of their own brand as opposed to
 5 the standard endorsement deals from companies that don't offer such ownership.

6 26. On April 26, 2016, Alan filed a Certificate of Name Change with the Wyoming
 7 Secretary of State to rename an existing Wyoming limited liability company, NeXt Catch LLC, as
 8 Big Baller Brand LLC (“**BBB LLC**”) and subsequently filed Amended Articles of Incorporation for
 9 BBB LLC. Pursuant to the BBB LLC Operating Agreement, each of Alan, LaVar, and Tina hold a
 10 33.33% ownership interest in Big Baller Brand LLC.

11 27. For a time, a portion of BBB LLC was conveyed to Lonzo in an effort to gain an
 12 advantage in the business marketplace, however, on or about December 11, 2017, Alan, LaVar,
 13 Tina, and Lonzo agreed that Lonzo would relinquish his entire ownership interest in BBB LLC. On
 14 December 11, 2017, Alan, LaVar, Tina, and Lonzo entered into the “Resolution of the Board of
 15 Member” (“**Board Resolution**”) setting forth Lonzo’s assignment of his ownership interest back to
 16 BBB LLC, to be redistributed pursuant to the original share distribution of 33.33% to Alan, LaVar
 17 and Tina.

18 28. On or about December 11, 2017, Alan, LaVar, and Tina, entered into the Second
 19 Amended BBB LLC Operating Agreement which sets forth BBB LLC’s current ownership, divided
 20 equally 33.33% between Alan, LaVar and Tina.

21 22 **C. Alan Develops LaMelo’s Brand and Career**

23 29. LaMelo is the youngest of the Ball brothers. In or about January 2017, LaMelo,
 24 LaVar, and Tina agreed that Alan should spearhead BBB LLC’s efforts to create a brand for
 25 LaMelo as the youngest of the Ball brothers. Alan agreed to create LaMelo his own brand the same
 26 way he created a brand for his older brother Lonzo who was drafted second overall in the NBA
 27 Draft to the Los Angeles Lakers. Alan created and trademarked Lonzo’s brand called ‘Zo2’ where
 28 ‘Zo’ stands for ‘Lonzo’ and the number ‘2’ represents the number Lonzo wore on his basketball

1 game jersey.

2 30. Alan created the name and design for LaMelo's brand called 'MB1' where 'MB'
3 stands for 'Melo Ball' and the number '1' represents the number LaMelo wore on his basketball
4 game jersey. Alan told LaMelo that the MB1 brand would be owned and operated by BBB LLC.
5 LaMelo, LaVar, and Tina agreed to create the MB1 brand under BBB LLC and, through Alan's
6 efforts, BBB LLC registered three 'MB1'-related trademarks under the footwear, apparel and
7 sportswear category with the USPTO.

8 31. Countless hours went into creating the design, logo, colorways, marketing plan, and
9 global expansion ideas with LaMelo. Alan made sure to include LaMelo in the process and ensure
10 that LaMelo loved the final product that would become his own signature sneaker line. Early on,
11 Alan counseled LaMelo in developing and protecting his personal brand while capitalizing on his
12 name, image, and likeness.

13 32. On or about August 22, 2017, BBB LLC released LaMelo's first signature shoe—the
14 MB1. The MB1 marked a historic feat as the first time any signature shoe had debuted on the feet
15 of a high school prospect. This groundbreaking move in launching the MB1 --made by Alan on
16 LaMelo's 16th birthday-- not only made LaMelo the youngest athlete in the Ball family and sports
17 history to have a signature sneaker but also substantially enhanced his visibility and individuality
18 within the realm of professional sports.

19 33. Alan executed a business model that helped launch LaMelo into a basketball
20 marketing prodigy. For example, the debut of LaMelo's MB1 signature sneaker was filmed during
21 the reality show 'Ball in the Family' on FaceBook Watch and published on major sports media
22 outlets. Alan gave LaMelo a Lamborghini to step out in his camouflage red signature sneaker
23 called the "MB1 Camo" at his sweet sixteen birthday party. LaMelo was pleased with his own MB1
24 signature basketball sneaker by BBB LLC. This birthday event launched the beginning of the MB1
25 global marketing campaign.

26 34. On or about October 2, 2017, during his junior year of high school, LaMelo was
27 withdrawn from Chino Hills High School to be homeschooled because LaVar had a disagreement
28 with the newly-appointed head basketball coach Dennis Latimore and school administration.

1 35. LaVar asked Alan to enroll LaMelo in online schooling to make it appear as though
2 he was attending school. In truth, however, LaVar and LaMelo's only focus was basketball and
3 skills training in preparation for LaMelo to play in the NBA. LaMelo made it clear to Alan he did
4 not like school and that his father did not care about education.

5 36. LaVar tasked Alan to find a team where LaMelo could play basketball since he was
6 no longer enrolled in high school. Alan contacted Harrison Gaines, the in-house sports agent for
7 BSG, to find a professional team for LaMelo to play for in Europe. Harrison Gaines found a team
8 in Lithuania that was interested in signing LaMelo to a contract.

9 37. LaMelo played professional basketball in Lithuania for one season while exclusively
10 wearing his MB1 signature sneaker without problem or injury. The time Alan spent with LaMelo in
11 Lithuania and abroad was critical in catapulting Big Baller Brand, in general, and the MB1 brand, in
12 particular, on a global marketing scale with a growing fan base.

13 38. LaMelo attended all of the BBB LLC pop-up shops to help market and promote his
14 MB1 merchandise and the Big Baller Brand including promotional appearances in Las Vegas,
15 Shanghai, New York City, and London.

16 39. LaMelo and Alan grew closer as the MB1 brand and Big Baller Brand grew
17 exponentially. Alan mentored LaMelo about business matters including the value of trademark
18 ownership and the importance of protecting your intellectual property and brand.

19 40. By this time, LaVar and LaMelo had grown to trust and count on Alan for practically
20 every business decision. LaMelo would not be returning to Lithuania for a second season due to a
21 fallout Lavar had with the head coach of the Lithuanian team. LaVar asked Alan to find a new place
22 for LaMelo to play basketball the next season.

23 41. After a business meeting with "Ice Cube" aka O'shea Jackson at his Santa Monica
24 office, Alan subsequently came up with the name and idea for the Junior Basketball Association
25 League (the "JBA"). The JBA was created to serve as an alternative for high school basketball
26 players who did not want to go to college in order to become a professional player. The JBA was
27 launched with LaMelo as its face and as brand ambassador for the JBA, MB1, and Big Baller
28 Brand. LaMelo played in his MB1 signature sneaker during the entire inaugural season of the JBA.

1 42. In exchange for his endorsement and support of the JBA, MB1, and Big Baller
2 Brand, LaMelo was compensated by BBB LLC with a Lamborghini, diamond jewelry, a diamond
3 Rolex watch, and tens of thousands of dollars in cash paid by Alan at the direction of LaVar and
4 Tina.

5 43. Despite commercial success in the worldwide marketing of the MB1 brand and Big
6 Baller Brand merchandise, there was a problem with LaMelo's basketball career. While LaMelo
7 was once a high-ranked player in the NBA mock draft, Lavar's removal of LaMelo from high
8 school resulted in LaMelo's absence from high school rankings as a top recruit, which meant
9 LaMelo would not likely be drafted to the NBA. Alan advised Lavar that LaMelo needed to return
10 to high school immediately in order to get him back on the NBA draft boards. One requirement,
11 however, of LaVar and LaMelo was that LaMelo shall not be required to do any schoolwork during
12 his high school enrollment so that LaMelo could exclusively devote his time and energy to his
13 pursuit of professional basketball.

14 44. LaMelo subsequently attended Spire Academy in Geneva, Ohio. Spire Academy did
15 not offer classroom instruction but instead allowed student athletes to take online classes or attend
16 their contracted school off campus. LaMelo attended Spire Academy without personally attending
17 any academic classes; instead, fixers were paid to complete schoolwork for LaMelo. LaMelo played
18 basketball at Spire Academy in his MB1 signature sneakers that entire season without any injury or
19 issues. Alan's plan to have LaMelo identified as a top basketball prospect once again worked.
20 LaMelo was back on the NBA draft board and ranked as a top recruit.

21 45. Following his high school graduation from Spire Academy, LaMelo played one
22 professional basketball season in Australia. On June 17, 2019, LaMelo signed a two-year contract,
23 including NBA out clauses, with the Illawarra Hawks of the Australian-based National Basketball
24 League (NBL). He joined the Hawks through the NBL Next Stars program, which aims to develop
25 NBA draft prospects.

26 46. In the 2020 NBA draft, which was held on November 18, 2020, LaMelo was selected
27 with the third overall pick by the Charlotte Hornets. LaMelo was voted the NBA Rookie of the
28 Year in 2021 and named as an NBA All-Star the following season in 2022.

47. The groundwork for LaMelo's commercial success was created by the efforts of Alan and BBB LLC over a two-year period through the global exposure on Facebook's reality show 'Ball in the Family', his professional basketball season in Lithuania, the JBA League inaugural season followed with a JBA/USA European tour broadcasted on Facebook, and his senior year playing at Spire Academy whereby Alan and BBB LLC developed, marketed, and promoted LaMelo via the brands Alan and BBB LLC created and owned--MB1 and Big Baller Brand.

D. BBB LLC Holds Valuable Intellectual Property

48. On February 13, 2017, BBB LLC filed an application with the USPTO to trademark the standard character mark "Melo Ball1" in connection with footwear which was subsequently registered on May 15, 2018 having US Serial No. 87334180 and US Registration No. 5470715. (A true and correct copy of the TSDR record for the trademark bearing US Registration No. 5470715 is attached hereto as **Exhibit 1** and is incorporated herein by this reference.)

49. On February 13, 2017, BBB LLC filed an application with the USPTO to trademark the standard character mark "Zo2" in connection with athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms which was subsequently registered on October 17, 2017 having US Serial No. 87334183 and US Registration No. 5313742. (A true and correct copy of the TSDR record for the trademark bearing US Registration No. 5313742 is attached hereto as **Exhibit 2** and is incorporated herein by this reference.)

50. On April 12, 2017, BBB LLC filed an application with the USPTO to trademark the illustration drawing with words, letters, and numbers in stylized form of "ZO" in connection with athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms which was subsequently registered on October 17, 2017 having US Serial No. 87409326 and US Registration No. 5313771 (the "**Lonzo Ball Trademark**"). (A true and correct copy of the TSDR record for the trademark bearing US Registration No. 5313771 is attached hereto as **Exhibit 3** and is incorporated herein by this reference.)

51. On July 31, 2017, BBB LLC filed an application with the USPTO to trademark the illustrated drawing with words, letters, and numbers in stylized form of "BBB Big Baller Brand" in

1 connection with athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic
2 uniforms which was subsequently registered on September 3, 2019 having US Serial No. 87549391
3 and US Registration No. 5848020 (the “**BBB Trademark**”). (A true and correct copy of the TSDR
4 record for the trademark bearing Registration No. 5848020 is attached hereto as **Exhibit 4** and is
5 incorporated herein by this reference.)

6 52. On January 12, 2018, BBB LLC filed an application with the USPTO to trademark
7 the standard character mark “Melo Ball 1” which was subsequently registered on August 14, 2018
8 having US Serial No. 87752829 and US Registration No. 5540691 (the “**MeloBall1 Trademark**”).
9 (A true and correct copy of the TSDR record for the trademark bearing Registration No. 5540691 is
10 attached hereto as **Exhibit 5** and is incorporated herein by this reference.)

11 53. On August 11, 2017, BBB LLC filed an application with the USPTO to trademark
12 the illustrated drawing with words, letters, and numbers in stylized form of “MB1” in connection
13 with footwear which was subsequently registered on March 20, 2018 having US Serial No.
14 87565924 and US Registration No. 5430119 (the “**MB1 Trademark**” and, together with the
15 trademarks bearing US Registration Nos. 5470715 and 5540691, the “**LaMelo Trademarks**”). (A
16 true and correct copy of the TSDR record for the trademark bearing Registration No. 5430119 is
17 attached hereto as **Exhibit 6** and is incorporated herein by this reference.).

18 54. Each of the LaMelo Trademarks, Lonzo Ball Trademark, and BBB Trademark are
19 well-known to consumers around the world, are strongly identified with LaMelo, Lonzo, and Big
20 Baller Brand, respectively, and have all been used with huge commercial success by BBB LLC in
21 the marketplace. For example, the LaMelo Trademarks have been used by BBB LLC to market and
22 sell LaMelo’s signature sneakers throughout the world since he was sixteen years old. The MB1
23 Trademark is so strongly identified with LaMelo that he literally has it tattooed on his leg for the
24 world to see. Similarly, the Lonzo Ball Trademark was utilized in connection with Lonzo’s Big
25 Baller Brand signature sneakers while he played for the Los Angeles Lakers and continues to be
26 utilized by Big Baller Brand, Inc. today in marketing Lonzo’s signature shoes. Likewise, the BBB
27 Trademark is the image that consumers instantly identify with the Ball family brand. The famous
28 BBB logo has been emblazoned on apparel and merchandise sold around the world and which

1 continues to be sold by Big Baller Brand today.

2 55. Since at least 2017, Alan and BBB LLC have continuously used the highly
3 distinctive LaMelo Trademarks, Lonzo Ball Trademark, and BBB Trademark to market and sell its
4 footwear, clothing and apparel throughout the United States and the world.

5 56. Alan and BBB LLC have devoted substantial time, effort, and resources to the
6 development and extensive promotion of the LaMelo Trademarks, Lonzo Ball Trademark, and BBB
7 Trademark and the products offered thereunder. As a result of Alan's efforts, the public has come to
8 recognize and rely upon these marks as an indication of the high quality associated with Big Baller
9 Brand footwear, clothing and apparel products.

10 57. The LaMelo Trademarks, Lonzo Ball Trademark, and BBB Trademark registrations
11 are in full force and effect on the USPTO's Principal Register and gives rise to presumptions in
12 favor of Alan and BBB LLC with respect to validity, ownership, and exclusive rights to use the
13 marks throughout the United States.

14 58. In addition to its own advertising efforts, BBB LLC has been the subject of many
15 unsolicited stories in national publications and television networks such as the New York Times, the
16 Washington Post, the Los Angeles Times, Fox Sports, ESPN, the Ellen Show, TMZ, and the Jimmy
17 Kimmel Show, highlighting the quality and popularity of Big Baller Brand products.

18 59. As a result of BBB LLC's long-term and widespread use of the LaMelo Trademarks,
19 Lonzo Ball Trademark, and BBB Trademark in the United States via Internet, television, radio, and
20 print advertising, and continuous and unsolicited media coverage, these marks enjoy a high degree
21 of consumer recognition and have become famous marks.

22 60. Given the fame that both Lonzo Ball and LaMelo Ball have obtained through their
23 NBA careers and the worldwide appeal of Big Baller Brand, gained largely due to Alan's marketing
24 efforts and business acumen, the commercial value of the LaMelo Trademarks, Lonzo Ball
25 Trademark, and BBB Trademark are estimated to far exceed \$200 million.

26
27 **E. Big Baller Brand, Inc. Steals Alan's Intellectual Property**

28 61. Tension grew between LaVar and Alan over unpaid loans and shareholder

1 distributions owed to Alan. In fact, Alan discovered that LaVar and Tina had improperly taken
2 millions in unilateral distributions from BSG, BBB LLC, and other “Ball Family Companies” in
3 violation of the BSG Agreement. Rather than make reparations to Alan, LaVar devised a plan to
4 oust Alan from the very companies he helped create, fund, and grow.

5 62. LaVar conspired with his family members, specifically his wife Tina, his son Lonzo
6 and his youngest son LaMelo, to have Alan removed from BSG, BBB LLC, and other “Ball Family
7 Companies”. LaVar stated to Alan and others how he wanted the Ball Family Companies all to
8 himself and without Alan receiving anything.

9 63. A new corporation, Big Baller Brand, Inc. (“**BBB Inc.**”), was formed on May 1,
10 2019 by filing Articles of Incorporation of a Close Corporation with the California Secretary of
11 State. The Articles of Incorporation reflect only a single shareholder and Statement of Information
12 filed December 30, 2021 discloses only a single director. On information and belief, LaVar Ball is
13 the sole shareholder and director of BBB Inc., either directly or by a beneficial interest.

14 64. BBB Inc. is not connected to or affiliated with BBB LLC in any way. BBB Inc. was
15 formed without Alan’s knowledge or consent. Alan has been granted no ownership or interest in
16 BBB Inc. and has not been permitted to be involved in BBB Inc.’s business operations.

17 65. BBB LLC was administratively dissolved by the Wyoming Secretary of State on
18 January 9th, 2020. As a result, the intellectual property assets of the dissolved company became the
19 personal property of its members, Alan, LaVar, and Tina. In the alternative, if the intellectual
20 property of BBB LLC did not become the personal property of its members upon the company’s
21 administrative dissolution, then the terms of the BSG Agreement require that the unanimous written
22 approval of the Founders is required to either a) distribute substantially all of BBB LLC’s assets or
23 b) transfer any trademark rights.

24 66. On June 4, 2020, LaVar, without gaining Alan’s permission or consent, unilaterally
25 executed an Assignment of Trademark on behalf of BBB LLC which purported to transfer all
26 interests in the BBB Trademark, the MB1 Trademark, and the Lonzo Ball Trademark to BBB, Inc.
27 (A true and correct copy of the Assignment of Trademark is attached hereto as **Exhibit 7** and is
28 incorporated herein by this reference.) LaVar signed the Assignment of Trademark as President of

1 BBB LLC when, in fact, he was never designated as such.

2 67. Among the many misrepresentations made by LaVar in the Assignment of
3 Trademark are that “Assignor is the owner of the trademark registrations...”, “Assignor wishes to
4 assign his rights in the Marks”, “Assignor possesses all rights, title, and interest in and to the
5 Marks”, “Assignor has the power to enter into this Assignment”, and “the rights transferred in this
6 Assignment are free of any lien, encumbrance or adverse claim.”

7 68. As of June 4, 2020, the BBB Trademark, the MB1 Trademark, and the Lonzo Ball
8 Trademark constituted all, or substantially all, of the assets of BBB LLC.

9 69. The malicious intentions are not here difficult to discern—LaVar, Tina, LaMelo, and
10 Lonzo desired to raid the intellectual property of BBB LLC and transfer it to BBB, Inc., a family-
11 owned company in an attempt to deprive Alan of his rightful 33% share of these extremely valuable
12 trademarks so that the huge profits could be claimed entirely by the Ball family alone.

13 70. BBB, Inc. has and continues, even now, to reap profits from the sale of apparel and
14 merchandise emblazoned with the trademarked logos and intellectual property it wrongly pilfered
15 from Alan and/or BBB LLC.

16
17 **F. LaMelo and MB1 Enterprises Infringe on Alan’s Intellectual Property**

18 71. Modern professional athletes often look to monetize their athletic skills not only
19 through lucrative contracts with professional sports teams but also by leveraging their public
20 notoriety and fame into a “brand”. A professional athlete’s brand can be monetized through
21 merchandising, endorsement deals, sponsorships, licensing agreements, and co-branding
22 partnerships, just to name a few. One of the most coveted branding opportunities for a professional
23 basketball athlete is to have their own “signature” shoe.

24 72. On information and belief, LaMelo caused MB1 Enterprises to be formed on or
25 about December 18, 2020 by filing Articles of Organization with the North Carolina Secretary of
26 State. LaMelo is presently listed in public records as President of MB1 Enterprises. The practical
27 purpose of MB1 Enterprises, on information and belief, is to hold intellectual property related to
28

1 LaMelo’s “brand” thus allowing LaMelo, through MB1 Enterprises, to license his “brand” to
2 companies for profit.

3 73. On October 5, 2020, MB1 Enterprises filed an application with the USPTO to
4 trademark the illustrated drawing with words, letters, and numbers of “MB1” having US Serial No.
5 90235571. (A true and correct copy of the TSDR record for the trademark bearing US Serial No.
6 90235571 is attached hereto as **Exhibit 8** and is incorporated herein by this reference.)

7 74. On December 9, 2021, MB1 Enterprises filed an application with the USPTO to
8 trademark the standard character mark “MB.01” having US Serial No. 97164059 and US
9 Registration No. 7063583 (together with the trademark bearing US Serial No. 90235571, the
10 “**Infringing Trademarks**”). (A true and correct copy of the TSDR record for the trademark bearing
11 Registration No. 7063583 is attached hereto as **Exhibit 9** and is incorporated herein by this
12 reference.)

13 75. The Infringing Trademarks and the LaMelo Trademarks are each filed under the
14 same USPTO goods and services U.S. classes (022 and 039) and cover the same product type—
15 footwear.

16 76. LaMelo and MB1 Enterprises have attempted to license, make, promote, advertise,
17 market, and sell, in the United States and around the world, footwear and related apparel by
18 utilizing the Infringing Trademarks and/or other marks that are confusingly similar to the LaMelo
19 Trademarks.

20 77. LaMelo and MB1 Enterprises’ infringing products include LaMelo’s ‘new’
21 “signature” shoe which they refer to as the “MB1”, a name that is identical to the LaMelo signature
22 shoe that Alan and BBB LLC earlier created, marketed, sold, and protected via the LaMelo
23 Trademarks.

24 78. On information and belief, LaMelo and MB1 Enterprises promotes and sells, or
25 causes others to promote or sell, products bearing the Infringing Trademarks and/or other marks that
26 are confusingly similar to the LaMelo Trademarks on a variety of websites and social media sites
27 including Facebook, Instagram, TikTok, and YouTube.

28 79. LaMelo and MB1 Enterprises products bearing the Infringing Trademarks and/or

1 other marks that are confusingly similar to the LaMelo Trademarks travel in the identical channels
2 of trades and are sold to identical consumers as Alan and BBB LLC's products.

3 80. LaMelo and MB1 Enterprises' unlawful activities include at least the sale/promotion
4 of footwear that bears the Infringing Trademarks and/or other marks that are confusingly similar to
5 the LaMelo Trademarks, thereby infringing upon Alan's established intellectual property rights.

6 81. LaMelo and MB1 Enterprises' infringing "MB1" sneakers are not genuine Big Baller
7 Brand products. Alan did not manufacture or inspect the products bearing the Infringing
8 Trademarks and he did not authorize LaMelo or MB1 Enterprises to make, promote, advertise,
9 market, or sell the infringing "MB1" sneakers.

10 82. LaMelo and MB1 Enterprises' unauthorized use of the LaMelo Trademarks and/or
11 confusingly similar marks in their marketing and advertising materials creates a likelihood of
12 consumer confusion because actual and prospective customers are likely to believe that Alan has
13 approved or licensed LaMelo and MB1 Enterprises' use of its marks, or that Alan is somehow
14 affiliated or connected with LaMelo and MB1 Enterprises or its products or has been authorized by
15 Alan to market and sell such products. In fact, Alan has not sponsored, licensed, or authorized
16 LaMelo and MB1 Enterprises' products.

17 83. Not surprisingly, these tactics of LaMelo and MB1 Enterprises have led to numerous
18 instances of actual confusion in the consumer marketplace whereby shoes from PUMA are being
19 referred to as the "MB1":

20 ///

21 ///

22 ///

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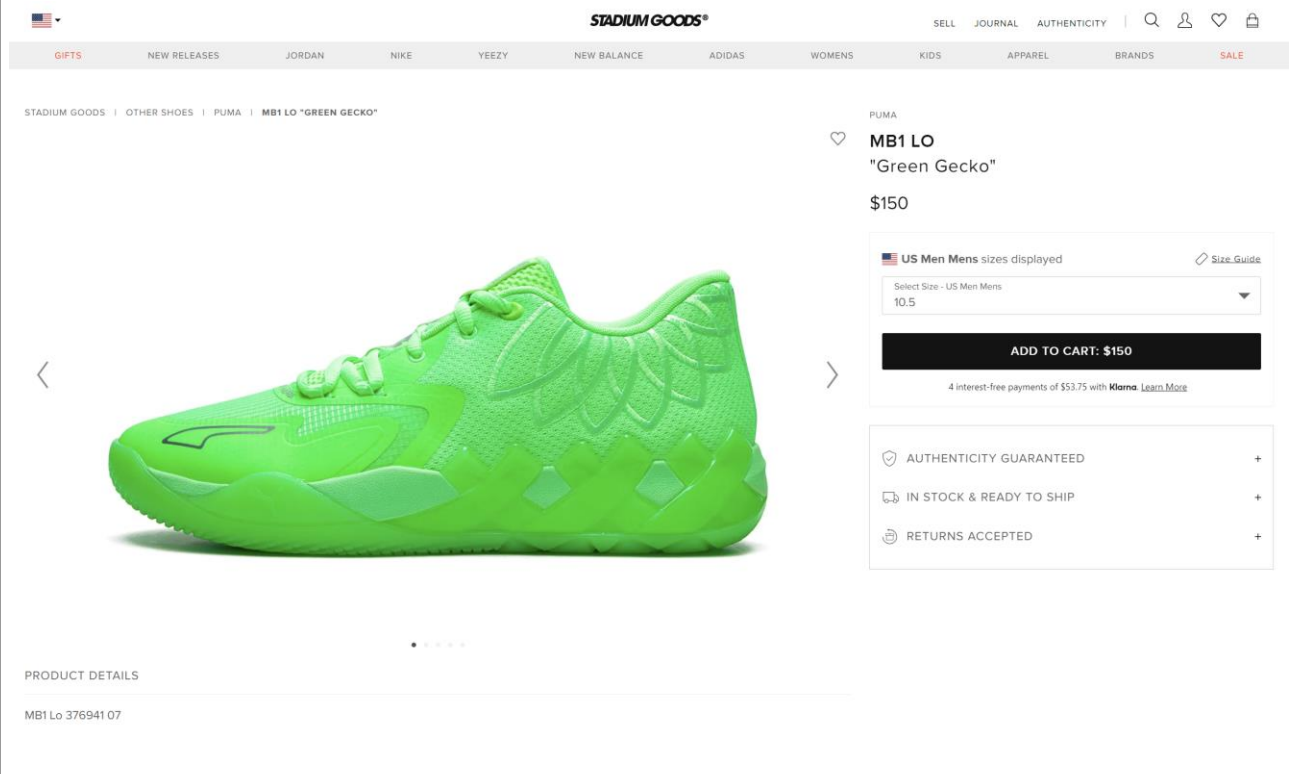
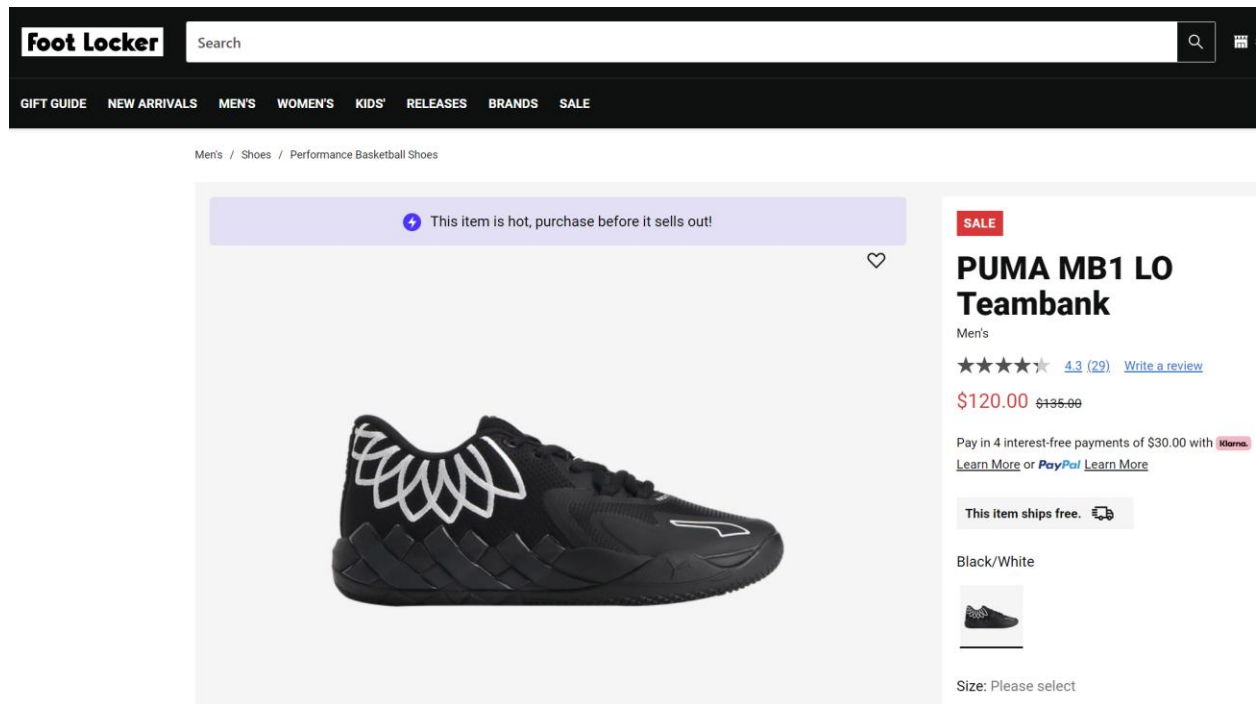
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Advertising- PUMA “MB1” shoes:



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10.5	11.0	11.5	12.0	12.5
15.0	16.0	17.0	18.0	

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10.5 US Men

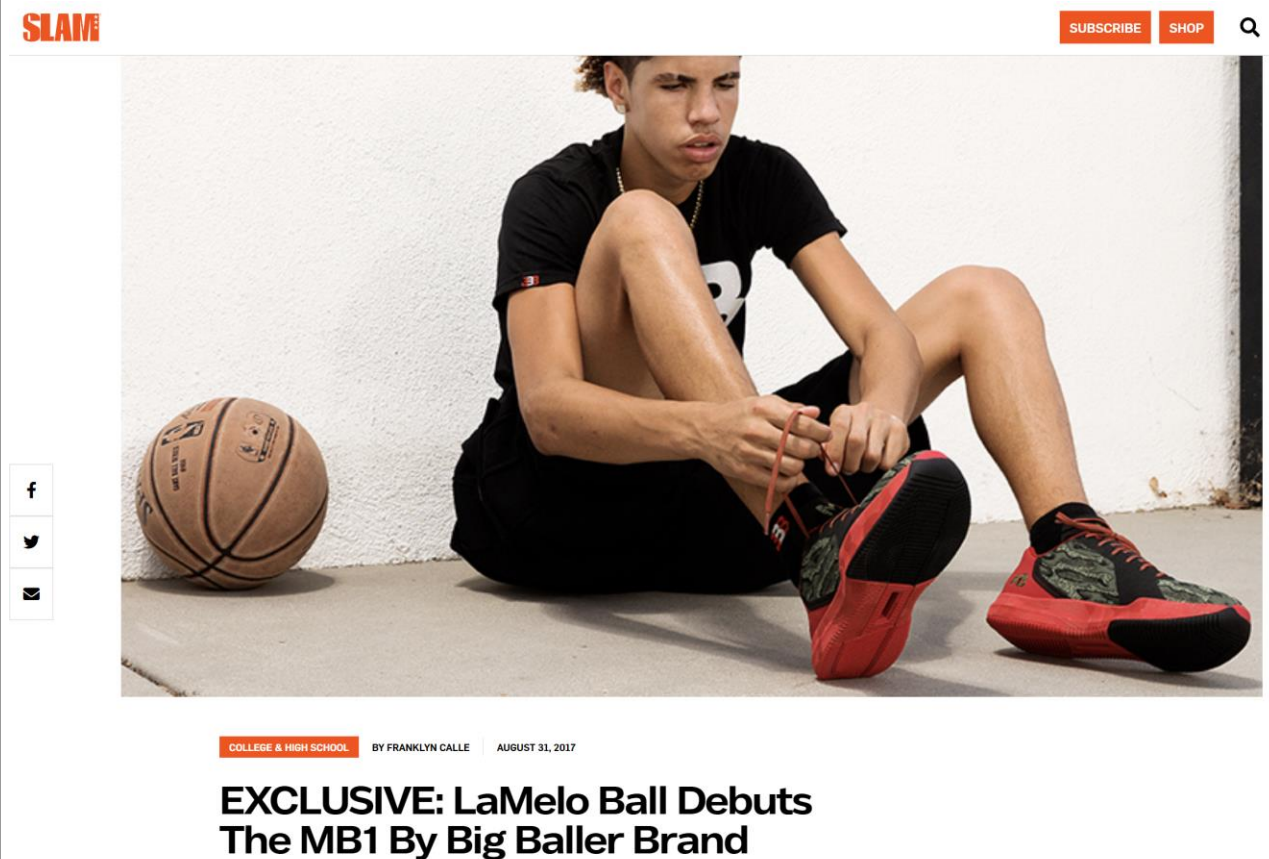
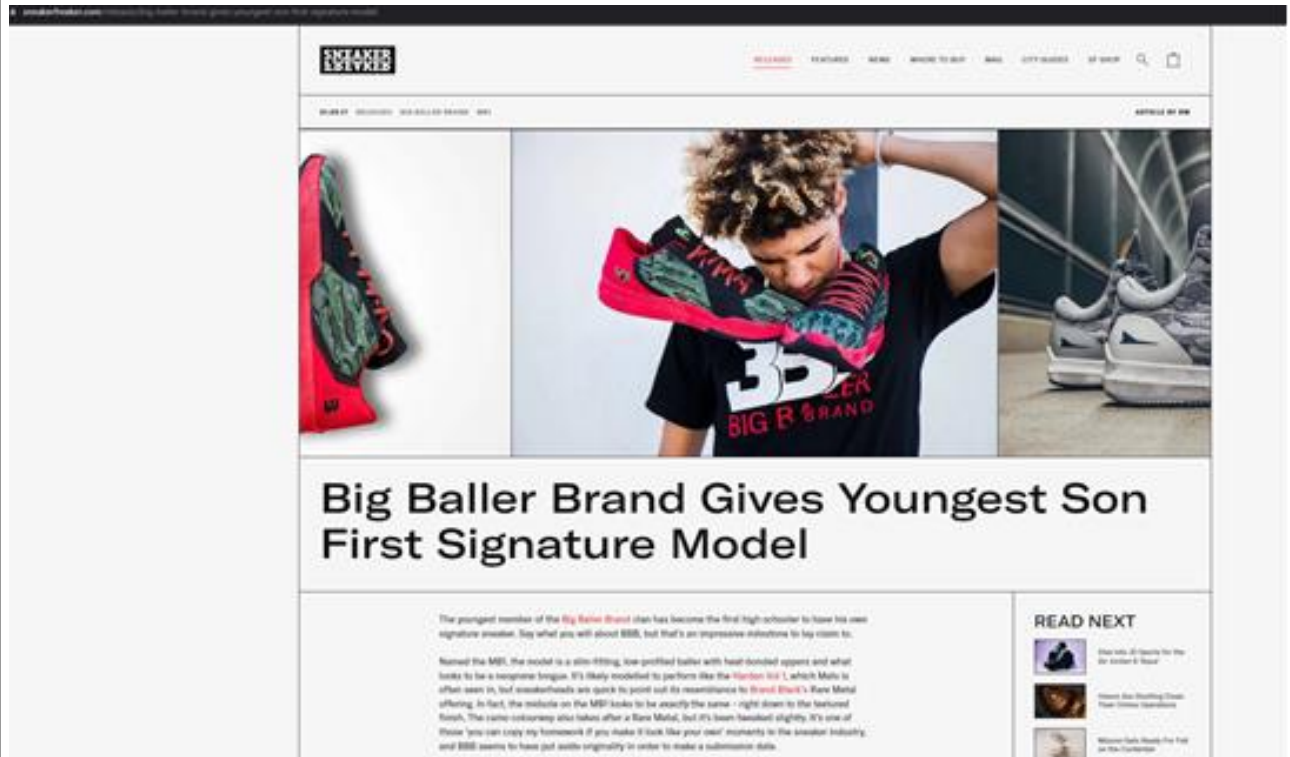
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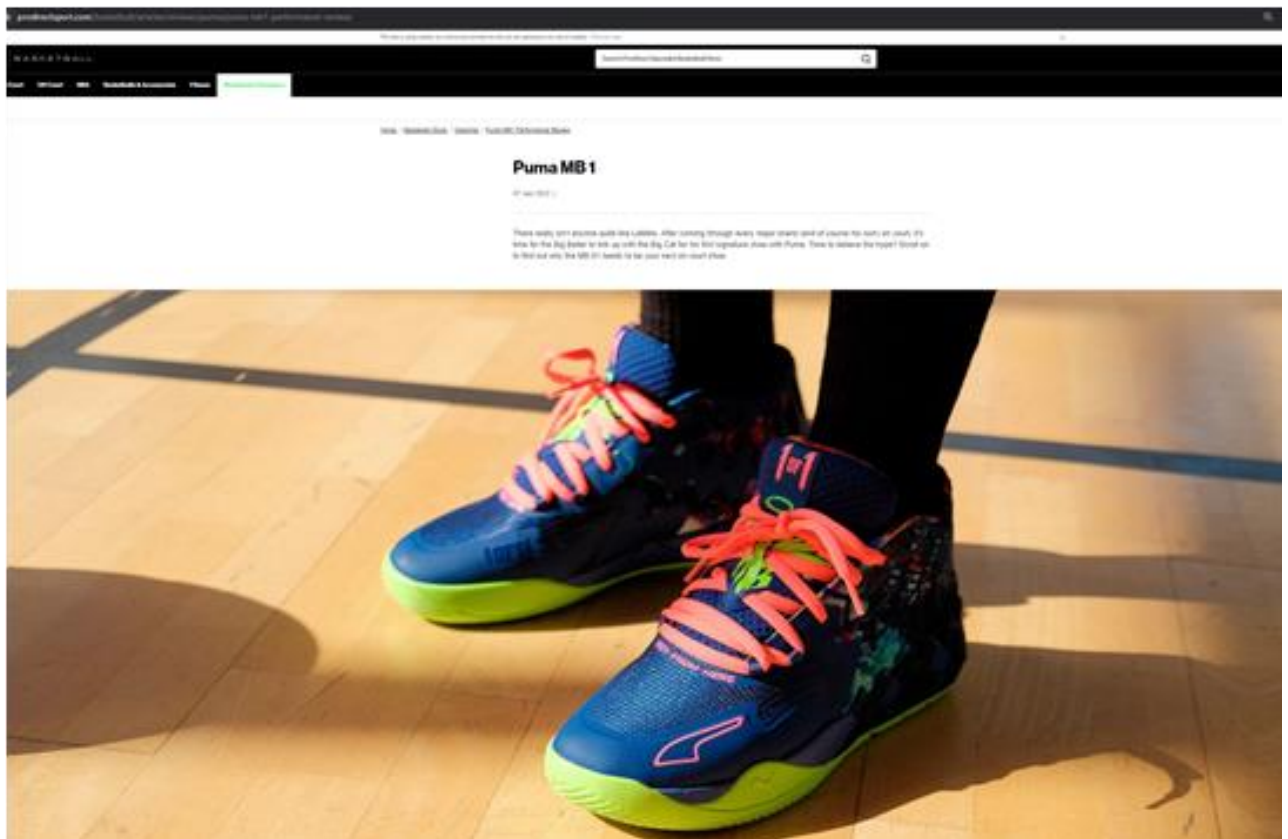
Aug 31, 2017



Past Releases

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Articles- PUMA "MB1" Shoes:





84. Unless stopped, LaMelo and MB1 Enterprises' use of the Infringing Trademarks and/or other marks that are confusingly similar to the LaMelo Trademarks will continue to cause confusion in the marketplace, including but not limited to initial interest confusion, post-sale confusion, and confusion in the secondary sneakers markets.

85. LaMelo and MB1 Enterprises' actions alleged herein are intended to cause confusion, mistake, or deception as to the source of LaMelo and MB1 Enterprises' products.

86. By virtue of the acts complained of herein, LaMelo and MB1 Enterprises have created a likelihood of injury to Alan's business reputation and goodwill, caused a likelihood of consumer confusion, mistake, and deception as to the source of origin or relationship of Big Baller Brand's products and LaMelo and MB1 Enterprises' products, and have otherwise competed unfairly by unlawfully trading on and using the LaMelo Trademarks without Alan's permission.

87. LaMelo and MB1 Enterprises' acts complained of herein are particularly willful and deliberate given the known facts. LaMelo was instrumental in creating his first signature shoe with Big Baller Brand. He was fully aware of the existence of the LaMelo Trademarks—he helped

1 design them! He knew that his Big Baller Brand signature shoe was called the “MB1” and that the
2 name was protected by federal trademark. Yet, despite his knowledge of all of this, LaMelo
3 willfully and deliberately chose to name the signature shoe he created and designed with PUMA the
4 “MB1” in violation of the LaMelo Trademarks.

5
6 **G. PUMA Infringes on Alan’s Intellectual Property**

7 88. On or about October 14, 2020, LaMelo reportedly signed a lucrative \$100 million
8 sponsorship deal with PUMA for signature shoes. The relationship was synergistic, PUMA sought
9 a “face of the brand” to build a long-term branding strategy around and LaMelo received the
10 backing of a heavy-hitter in the worldwide apparel industry that possessed a more youthful and
11 edgy vibe than other top brands on the market.

12 89. Leveraging their affiliation with LaMelo, PUMA has manufactured, promoted,
13 advertised, marketed, and sold, in the United States and around the world, footwear and related
14 apparel that utilized the Infringing Trademarks and/or other marks that are confusingly similar to
15 the LaMelo Trademarks.

16 90. PUMA’s infringing products include LaMelo’s ‘new’ “signature” shoe which they
17 refer to as the “MB.01”, a name that is, for all intents and purposes, identical to the LaMelo “MB1”
18 signature shoe that Alan and BBB LLC earlier created, marketed, sold, and protected via the
19 LaMelo Trademarks.

20 91. PUMA promotes and sells products bearing the Infringing Trademarks and/or other
21 marks that are confusingly similar to the LaMelo Trademarks on its own website as well as a variety
22 of social media sites including Facebook, Instagram, TikTok, and YouTube.

23 92. PUMA’s products bearing the Infringing Trademarks and/or other marks that are
24 confusingly similar to the LaMelo Trademarks travel in the identical channels of trades and are sold
25 to identical consumers as Alan and BBB LLC’s products.

26 93. PUMA’s unlawful activities include at least the sale/promotion of footwear that
27 bears the LaMelo Trademarks and/or confusingly similar marks, thereby infringing upon Alan’s
28 established intellectual property rights.

1 94. PUMA's infringing "MB.01" sneakers are not genuine Big Baller Brand products.
2 Alan did not manufacture or inspect the products bearing the Infringing Trademarks and he did not
3 authorize PUMA to make, promote, advertise, market, or sell the infringing "MB.01" sneakers.

4 95. PUMA's unauthorized use of the LaMelo Trademarks and/or confusingly similar
5 marks in their marketing and advertising materials creates a likelihood of consumer confusion
6 because actual and prospective customers are likely to believe that Alan has approved or licensed
7 PUMA's use of its marks, or that Alan is somehow affiliated or connected with PUMA's products
8 or has been authorized by Alan to market and sell such products. In fact, Alan has not sponsored,
9 licensed, or authorized PUMA's products.

10 96. PUMA's use of the Infringing Trademarks is particularly confusing for consumers
11 since, when pronouncing the name of LaMelo's signature sneaker, the common vernacular dictates
12 that "MB1" and "MB.01" are both simply pronounced as "M-B-1". Nobody casually pronounces
13 "MB.01" as "M-B-dot-oh-1". Thus, the LaMelo signature sneakers marketed and sold by PUMA
14 are commonly referred to in the marketplace as "MB1"s.

15 97. PUMA desired to name their signature sneaker for LaMelo the "MB1", however,
16 being aware of the LaMelo Trademarks, they attempted to skirt paying Alan for his intellectual
17 property rights by licensing or otherwise agreeing to use MB1 Enterprises' Infringing Trademarks
18 with full knowledge that the consumer marketplace would assimilate "MB.01" as "MB1".

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98. The extent of confusion in the marketplace that PUMA has created is best illustrated by PUMA and LaMelo's own promotional video (a screen grab image is seen below) which depicts LaMelo, dressed in PUMA-brand apparel, talking about his new PUMA "MB.01" signature shoes, which are shown in the background. However, the original MB1 Trademark (owned by Alan) is prominently displayed, tattooed on LaMelo's leg (LaMelo refers to it as "Melo's World") while he is discussing PUMA's "MB.01" shoes. **And during this video, even LaMelo refers to his PUMA sneakers as "MB1"s!**



99. While all the instances of actual confusion created by PUMA are impossible to identify, several additional examples of confusion over Big Baller Brand's trademarked "MB1" shoe are mentioned above in paragraph 83.

100. Unless stopped, PUMA's use of the Infringing Trademarks and/or other marks that are confusingly similar to the LaMelo Trademarks will continue to cause confusion in the marketplace, including but not limited to initial interest confusion, post-sale confusion, and confusion in the secondary sneakers markets.

101. PUMA's actions alleged herein are intended to cause confusion, mistake, or deception as to the source of PUMA's products.

102. By virtue of the acts complained of herein, PUMA has created a likelihood of injury to Alan's business reputation and goodwill, caused a likelihood of consumer confusion, mistake, and deception as to the source of origin or relationship of Big Baller Brand's products and PUMA's products, and have otherwise competed unfairly by unlawfully trading on and using the LaMelo Trademarks without Alan's permission.

103. PUMA's acts complained of herein are willful and deliberate.

FIRST CAUSE OF ACTION
FEDERAL TRADEMARK INFRINGEMENT
[15 U.S.C. §1114/ Lanham Act § 43(a)]
(By Alan against PUMA, MB1 Enterprises, and LaMelo)

104. Alan incorporates and re-alleges by reference to each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

A. Trademark Infringement by LaMelo and MB 1 Enterprises

105. The LaMelo Trademarks are unique and inherently distinctive. For example, the MB1 Trademark features a fanciful illustrated drawing with words, letters, and numbers in stylized form of "MB1" which is not utilized by any other party in commerce and has no separate significance or meaning apart from the sneakers to which they are affixed. Additionally, the LaMelo Trademarks are used in connection with Alan and BBB LLC's sale and marketing of not just athletic footwear and apparel, in general, but footwear and apparel specifically associated with LaMelo. To this point, the MeloBall1 Trademark registered with the USPTO identifies that, "the name(s), portrait(s), and/or signature(s) shown in the mark identifies LaMelo Ball, whose consent(s) to register is made of record." The specific affiliation of the LaMelo Trademarks with LaMelo

1 makes them unique.

2 106. In the alternative, the LaMelo Trademarks are descriptive marks that have acquired
3 distinctiveness through repeated use in the marketplace. The general public has come to recognize
4 and accept the LaMelo Trademarks as a hallmark of the LaMelo signature shoes created and sold by
5 Alan and BBB LLC. The distinctiveness of the LaMelo Trademarks has been established through
6 Big Baller Brand's extensive promotional and advertising efforts over the years, particularly in the
7 context of LaMelo's signature shoe line, which was launched on the occasion of LaMelo's 16th
8 birthday by Alan in 2016; they are instantly recognizable to an appreciable number of local and
9 international consumers alike.

10 107. The MB1 Trademark was registered on March 20, 2018 while the MeloBall1
11 Trademark was registered on August 14, 2018 with the United States Patent and Trademark Office
12 (USPTO). These LaMelo Trademarks have been utilized in commerce for more than five years, thus
13 they have attained the status of being an incontestable mark, entitling Alan to the fullest of
14 protections under Lanham Act. Furthermore, the registration certificates issued by the USPTO in
15 connection with these LaMelo Trademarks serves as *prima facie* evidence of their distinctiveness.

16 108. BBB LLC registered and was the owner of the LaMelo Trademarks. Upon the
17 administrative dissolution of BBB LLC, which occurred by the Wyoming Secretary of State on
18 January 9th, 2020, the intellectual property of BBB LLC became the personal assets of its members
19 whereby Alan, as a member holding a 33% interest in BBB LLC, acquired an interest in the LaMelo
20 Trademarks.

21 109. LaMelo and MB1 Enterprises' use of the Infringing Trademarks have caused
22 consumer confusion, as outlined above in paragraphs 75-83, whereby the similarity of the Infringing
23 Trademarks to the LaMelo Trademarks, the identical relation and/or proximity of the products being
24 sold, and the similar marketing channels used all contribute to such consumer confusion.

25 110. LaMelo and MB1 Enterprises, with willful, deliberate, and malicious intent, engaged
26 in the promotion, participation, and advertisement of the Infringing Trademarks to drive sales
27 towards PUMA's footwear and apparel products, with whom LaMelo and MB1 Enterprises had
28 lucrative licensing or endorsement contracts, all for their greedy financial gain. In carrying out

1 these deliberate acts, LaMelo was fully aware of the existence of the LaMelo Trademarks—he
2 helped design them! He knew that his Big Baller Brand signature shoe was called the “MB1” and
3 that name held federal trademark protection. Yet, despite his knowledge of all of this, LaMelo,
4 either personally or by proxy through MB1 Enterprises, willfully and deliberately chose to name the
5 signature shoe he created and designed with PUMA the “MB1” in violation of the LaMelo
6 Trademarks and either intentionally induced PUMA to infringe on trademark, or continued to
7 supply PUMA permission to use the Infringing Trademarks despite knowing that they infringed on
8 the LaMelo Trademarks.

9 111. LaMelo and MB1 Enterprises’ acts complained of herein have caused damage to
10 Alan in an amount estimated to be in excess of \$200 million, the exact amount of which is to be
11 determined at trial, and such damages will continue to increase unless LaMelo and MB1 Enterprises
12 are permanently enjoined from their wrongful acts.

13 112. LaMelo and MB1 Enterprises’ acts complained of herein have caused Alan to suffer
14 irreparable injury. Alan will suffer substantial loss of goodwill and reputation unless and until
15 LaMelo and MB1 Enterprises is permanently enjoined from the wrongful acts complained of herein.

16 **B. Trademark Infringement by PUMA**

17 113. The facts pertaining to the distinctiveness, registration, and ownership of the LaMelo
18 Trademarks have already been comprehensively established and discussed above. For efficiency
19 and brevity, they will not be reiterated herein, however, it should be noted that these facts pertain to
20 PUMA as equally as they do to LaMelo and MB1 Enterprises.

21 114. PUMA’s use of the Infringing Trademarks has caused consumer confusion, as
22 outlined above in paragraphs 90-99. In short, PUMA’s marketing of their LaMelo signature
23 sneakers and apparel utilizing the Infringing Trademarks causes consumer confusion because such
24 products (1) bear marks similar to the LaMelo Trademarks; (2) fall within the same category of
25 goods in the marketplace, are marketed to and consumed by the same consumer population, and are
26 performing the same function; (3) are being marketed in same marketing channels; (4) are intended
27 to cause confusion and a wish to capitalize on the reputation and goodwill of the already well-
28 established LaMelo Trademarks; and (5) are in direct competition with Big Baller Brand’s MB1

1 sneakers.

2 115. PUMA's actions in infringing upon Alan's intellectual property was intentional,
3 deliberate, and malicious. As alleged above, PUMA desired to name their signature sneaker for
4 LaMelo the "MB1", however, being aware of the LaMelo Trademarks, they attempted to skirt
5 paying Alan for his intellectual property by licensing or otherwise agreeing to use MB1 Enterprises'
6 Infringing Trademarks with full knowledge that the consumer marketplace would assimilate
7 "MB.01" as "MB1". These actions of PUMA can only be described as industry bullying, wherein
8 PUMA appears to assert their entitlement to Alan's LaMelo Trademarks without justification,
9 seemingly under the presumption that they can act with impunity. And PUMA continues to exploit
10 Alan's intellectual property to this day, reaping substantial financial gains. Notwithstanding their
11 acute awareness of the misappropriation of the LaMelo Trademarks, PUMA persists in showcasing
12 the Infringing Trademarks on their website and generating revenue on a global scale.

13 116. As a result of PUMA's trademark infringement, Alan has suffered damages that
14 include, but are not limited to, loss of sales, loss of business reputation, and a decrease in the value
15 of the LaMelo Trademarks. Additionally, PUMA has been unjustly enriched by their infringing
16 activities, and equity demands disgorgement of any profits.

17 117. PUMA's acts complained of herein have caused damage to Alan in an amount
18 estimated to be in excess of \$200 million, the exact amount of which is to be determined at trial, and
19 such damages will continue to increase unless PUMA is permanently enjoined from their wrongful
20 acts.

21 118. PUMA's acts complained of herein have caused Alan to suffer irreparable injury.
22 Alan will suffer substantial loss of goodwill and reputation unless and until PUMA is permanently
23 enjoined from the wrongful acts complained of herein.

24
25 WHEREFORE, Alan prays for a judgment against PUMA, MB1 Enterprises and LaMelo,
26 and each of them, as outlined below.

27 ///

28 ///

SECOND CAUSE OF ACTION
TRADEMARK DILUTION
[15 U.S.C. §1125(c); CALIFORNIA BUS. & PROF. CODE §14247]
(By Alan against PUMA, MB1 Enterprises, and LaMelo)

119. Alan incorporates and re-alleges by reference to each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

A. LaMelo and MB1 Enterprises' Trademark Dilution

120. Big Baller Brand's MB1 shoes are among the most recognizable basketball shoes in the footwear category in both the United States and globally. Among other things, (a) the MB1 name and product are both inherently highly distinctive and have a high degree of acquired distinctiveness; (b) Alan has, through Big Baller Brand, used the LaMelo Trademarks for many years throughout the United States and worldwide in connection with their LaMelo Ball signature shoes; (c) Alan has advertised and publicized the Big Baller Brand MB1 sneakers and the LaMelo Trademarks for a considerable amount of time throughout the United States; (d) Alan has used the LaMelo Trademarks in a trading area of broad geographical scope encompassing all of the states and territories of the United States and globally; (e) the LaMelo Trademarks are an important or predominant trademark in other related channels of sales as it is a signature shoe of LaMelo; (f) the LaMelo Trademarks have a high degree of recognition among consumers both in the United States and internationally; (g) there is no similar trademark in use to any extent or in any nature by third parties; and (h) the LaMelo Trademarks are currently registered under the Lanham Act on the Principal Register with the USPTO.

121. The MB1 sneaker was inaugurated on LaMelo's 16th birthday. It was conceived and introduced by Alan, one of the co-founders of BBB LLC, whose ingenuity has consistently propelled the success of various endeavors within the company.

122. The launch of the Big Baller Brand MB1 sneaker was prominently featured on the reality television series "Ball In The Family," exclusively broadcasted on Facebook Watch. This public unveiling swiftly captivated the audience, resulting in a surge in its popularity. Over the span of more than five years since its launch, Big Baller Brand's MB1 sneaker and the LaMelo Trademarks have continued to become truly prominent and renowned. The LaMelo Trademarks are

1 widely recognized by the general consuming public of the United States as well as globally as a
2 designation of Big Baller Brand. They have gained national and international popularity through
3 advertisement and publicity of the marks by Alan through BBB LLC and have been registered on
4 the principal register of the USPTO.

5 123. LaMelo has, throughout his professional career, during his affiliation with Big Baller
6 Brand, consistently sported his distinctive signature footwear, thereby significantly enhancing the
7 prominence and recognition of the Big Baller Brand MB1 sneaker as he ascended the ranks of
8 professional basketball.

9 124. On information and belief, LaMelo is the owner, directly or indirectly, of MB1
10 Enterprises. LaMelo is presently listed in public records as President of MB1 Enterprises.

11 125. Concerning the Infringing Trademarks, MB1 Enterprises filed an application with
12 the USPTO to trademark the illustrated drawing with words, letters, and numbers of “MB1” (Serial
13 No. 90235571) on October 5, 2020 and filed a subsequent application to trademark the standard
14 character mark “MB.01” (Serial No. 97164059 and Reg. No. 7063583) on December 9, 2021.

15 126. LaMelo and MB1 Enterprises are using the Infringing Trademarks in commerce by
16 licensing, making, promoting, advertising, marketing, and selling, in the United States and around
17 the world, footwear and related apparel that utilizes the Infringing Trademarks and/or other marks
18 that are confusingly similar to the LaMelo Trademarks.

19 127. On information and belief, LaMelo and MB1 Enterprises promotes and sells, or
20 causes others to promote or sell, products bearing the Infringing Trademarks and/or other marks that
21 are confusingly similar to the LaMelo Trademarks throughout the entire United States and the world
22 via comprehensive advertising campaigns on a variety of print and social media sites including
23 Facebook, Instagram, TikTok, and YouTube.

24 128. LaMelo and MB1 Enterprises’ use of the Infringing Trademarks began on or about
25 December 6, 2021 with the release of PUMA’s signature sneaker for LaMelo. However, by this
26 time the LaMelo Trademarks had been used by Alan and Big Baller Brand for more than 3 years
27 and had already become famous for the reasons outlined above.

28

1 129. LaMelo and MB1 Enterprises’ use of the Infringing Trademarks is likely to cause
2 dilution of the LaMelo Trademarks by blurring or tarnishment. For example, LaMelo’s new
3 “signature” shoe with PUMA, which LaMelo and MB1 Enterprises refer to as the “MB1”, utilizes a
4 name that is identical to the LaMelo signature shoe that Alan and Big Baller Brand earlier created,
5 marketed, sold, and protected via the LaMelo Trademarks. LaMelo and MB1 Enterprises’ actions
6 in licensing PUMA to produce the same product (a basketball shoe) with the same name (MB1)
7 affiliated with the same celebrity (LaMelo Ball) erodes the distinctive quality of the LaMelo
8 Trademarks by diminishing their capacity to identify and distinguish Alan and Big Baller Brand’s
9 MB1 sneakers from those made by direct competitors such as PUMA.

10 130. LaMelo was personally involved with the design of the LaMelo Trademarks,
11 working closely with Alan in their creation. Thus, LaMelo and his company, MB1 Enterprises were
12 wholly aware of Alan and BBB LLC’s prior use, ownership, and registration of the LaMelo
13 Trademarks. LaMelo and MB1 Enterprises’ infringement on these marks was a knowing and
14 deliberate attempt to jumpstart their own financial gain by hijacking the substantial goodwill and
15 brand association connected with the LaMelo Trademarks. LaMelo and MB1 Enterprises’ licensing
16 of the Infringing Trademarks to PUMA, which are strikingly similar to the LaMelo Trademarks
17 owned by Alan, was intentional and willful.

18 **B. PUMA’S Trademark Dilution**

19 131. The facts pertaining to the distinctiveness and fame of the LaMelo Trademarks have
20 already been comprehensively established and discussed above. For efficiency and brevity, they
21 will not be reiterated herein, however, it should be noted that these facts are also pertinent to PUMA
22 as equally as they are to LaMelo and MB1 Enterprises.

23 132. PUMA’s use of the Infringing Trademarks began on or about December 6, 2021 with
24 the release of PUMA’s “MB.01” signature sneaker for LaMelo. In promotion of this particular
25 sneaker line, PUMA undertook a comprehensive nationwide marketing campaign. However, as
26 mentioned above, by this time the LaMelo Trademarks had been used by Alan and Big Baller Brand
27 for more than 3 years and had already become famous.

28

1 133. PUMA's use of the Infringing Trademarks is likely to cause dilution of the LaMelo
2 Trademarks by blurring or tarnishment. For example, LaMelo's new "signature" shoe with PUMA
3 utilizes a name that is identical to the LaMelo signature shoe that Alan and BBB LLC earlier
4 created, marketed, sold, and protected via the LaMelo Trademarks. PUMA's marketing and sale of
5 the same product (a basketball shoe) with the same name (MB1) affiliated with the same celebrity
6 (LaMelo Ball) erodes the distinctive quality of Big Baller Brand's MB1 sneakers by diminishing
7 their capacity to identify and distinguish Alan and Big Baller Brand's MB1 sneakers from those
8 made by direct competitors such as PUMA.

9 134. PUMA's conduct was designed to erode the distinctive quality of the LaMelo
10 Trademarks by diminishing their capacity to identify and distinguish Big Baller Brand's MB1
11 signature LaMelo Ball sneakers. Such conduct of PUMA was knowing, intentional, and deliberate
12 and designed to gain a running start in the sales of it's Lamelo Ball signature shoes by hijacking the
13 existing brand strength and goodwill of Big Baller Brand's MB1 shoes. Given PUMA's prominent
14 stature within the industry, it is reasonable to assume that they possessed knowledge regarding
15 Alan's ownership of the LaMelo Trademarks and the significant reputation and goodwill attached to
16 them. Notwithstanding this awareness, PUMA consciously opted to adopt a mark, MB.01, for their
17 product that bears a nearly identical resemblance to the LaMelo Trademarks owned by Alan. In
18 light of these circumstances, PUMA's behavior can only be characterized as bullying within the
19 competitive landscape.

20 135. The above actions by all of the Defendants, namely PUMA, LaMelo, and MB1
21 Enterprises, have caused and are causing great and irreparable injury to Alan and his intellectual
22 property and to the business and goodwill represented thereby, in an amount that cannot be
23 ascertained at this time and, unless restrained, will cause further irreparable injury, leaving Alan
24 with no adequate remedy at law.

25 136. The above-described actions of Defendants do not fall within the purview of (1) fair
26 use of any kind, (2) noncommercial use of the LaMelo Trademarks, or (3) any form of news
27 reporting or news commentary.
28

1 California (and, indeed, worldwide) through the same channels and to the same consumers as Alan
 2 and BBB LLC's MB1 shoes. PUMA, MB1 Enterprises, and LaMelo 's use of Infringing Trademarks
 3 are likely to cause confusion with Alan's LaMelo Trademarks.

4 142. Alan conceived the arbitrary, fanciful MB1 Trademark by combining LaMelo's
 5 initials and jersey number. The mark has no logical connection to shoes, making it an inherently
 6 distinctive source identifier. Both the MB1 and MB.01 shoes are athletic basketball sneakers
 7 marketed and sold to the same customer base, and visually the MB1 and MB.01 marks appear
 8 nearly indistinguishable on the shoes. Even the marks are pronounced identically as "Em-Bee-
 9 One". And both marks refer to LaMelo's signature shoe line.

10 143. Customers, media, resellers, and even LaMelo himself refer to PUMA's MB.01
 11 shoes as the "MB1s", demonstrating rampant actual confusion.

12 144. Defendants have blatantly infringed Alan's common law rights in the LaMelo
 13 Trademarks developed through years of continuous and exclusive use. Alan is entitled to damages
 14 and injunctive relief against PUMA, MB1 Enterprises, and LaMelo's infringing use of the LaMelo
 15 Trademarks.

16
 17 WHEREFORE, Alan prays for a judgment against PUMA, MB1 Enterprises and LaMelo,
 18 and each of them, as outlined below.

19
 20 **FOURTH CAUSE OF ACTION**
 21 **UNFAIR BUSINESS PRACTICES**
 22 **[15 U.S.C. §1125(a); CA. BUS. & PROF. CODE §17200]**
(By Alan against PUMA, MB1 Enterprises, and LaMelo)

23 145. Alan incorporates and re-alleges by reference to each of the allegations in the
 24 preceding paragraphs of this Complaint as though fully set forth here.

25 **A. Unfair Competition- 15 U.S.C. §1125(a)**

26 146. PUMA's actions described above and specifically, without limitation, their use of the
 27 LaMelo Trademarks, and confusingly similar variations thereof, in commerce to advertise, market,
 28 and sell LaMelo signature sneakers throughout the United States and the world, and MB1

1 Enterprises and LaMelo's knowledge, participation, and inducement thereof, constitute unfair
2 competition and false advertising in violation of 15 U.S.C. § 1125(a).

3 147. Consumers are likely to be misled and deceived by PUMA, MB1 Enterprises, and
4 LaMelo's representations regarding PUMA's and/or BBB's footwear and apparel products.

5 148. PUMA, MB1 Enterprises, and LaMelo knew or should have known that their
6 statements were false or likely to mislead.

7 149. As an actual and proximate result of PUMA, MB1 Enterprises, and LaMelo's willful
8 and intentional actions, Alan has suffered damages in an amount to be determined at trial, and
9 unless Defendants are enjoined, Alan will continue to suffer irreparable harm and damage to its
10 business, reputation, and goodwill.

11 150. Pursuant to 15 U.S.C. § 1117, Alan is entitled to damages for PUMA, MB1
12 Enterprises, and LaMelo's Lanham Act violations, an accounting for profits made by these
13 defendants on sales of footwear and apparel bearing the Infringing Trademarks or other marks
14 confusingly similar to the LaMelo Trademarks, as well as recovery of the costs of this action.
15 Furthermore, Alan is informed and believes, and on that basis alleges, that PUMA, MB1
16 Enterprises, and LaMelo's conduct was undertaken willfully and with the intention of causing
17 confusion, mistake or deception, making this an exceptional case entitling Alan to recover
18 additional damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

19 **B. Unfair Competition- California Bus. & Prof. Code §17200**

20 151. PUMA's actions described above and specifically, without limitation, their use of the
21 LaMelo Trademarks, and confusingly similar variations thereof, in commerce to advertise, market,
22 and sell LaMelo signature sneakers throughout the United States and the State of California, and
23 MB1 Enterprises and LaMelo's knowledge, participation, and inducement thereof, constitute unfair
24 competition and false advertising in violation of the laws of the State of California.

25 152. By these actions, PUMA, MB1 Enterprises, and LaMelo have engaged in false
26 advertising and unfair competition in violation of the statutory law of the state of California, Cal.
27 Bus. & Prof. Code §§ 17200 and 17500, *et seq.*, and, as a result, Alan has suffered and will continue
28 to suffer damage to its business, reputation, and goodwill.

1 personal property of the members of BBB LLC by operation of law.

2 158. LaVar materially misrepresented in the Assignment that “Assignor wishes to assign
3 his rights in the Marks” when, in fact, LaVar did not ascertain whether BBB LLC, as Assignor,
4 wished to assign its rights in the three trademarks. These three trademarks constituted all, or
5 substantially all, of the assets of BBB LLC and their sale/transfer constituted an act outside the
6 ordinary course of the activities of the limited liability company, and the consent of all members,
7 including Alan, to assign the trademarks had not been obtained.

8 159. LaVar materially misrepresented in the Assignment that “Assignor possesses all
9 rights, title, and interest in and to the Marks” when, in fact, as stated above, the three trademarks
10 had become the personal property of the members of BBB LLC upon its dissolution, resulting in all
11 rights, title, and interests in such trademarks to be vested in the former members and not BBB LLC.

12 160. LaVar materially misrepresented in the Assignment that “Assignor has the power to
13 enter into this Assignment” when, in fact, BBB LLC had no such power. Not only did BBB LLC’s
14 prior dissolution leave it powerless to enter into the Assignment but BBB LLC failed to obtain the
15 requisite consent of all members prior to disposing of all or substantially all of the company’s
16 assets. Further, BBB LLC was manager-managed by a single manager, Ball Sports Group, Inc. No
17 action by Ball Sports Group, Inc. authorized the sale of the three trademarks, and no such
18 authorization would exist since the bylaws of Ball Sports Group, Inc. requires the consent of all
19 shareholders, including Alan, prior to the sale of any intellectual property.

20 161. LaVar materially misrepresented in the Assignment that “the rights transferred in this
21 Assignment are free of any lien, encumbrance or adverse claim” when, in fact, Alan possessed an
22 adverse claim of ownership of the three trademarks.

23 162. As mentioned above, the Assignment is merely signed by LaVar as “President” of
24 BBB LLC rather than the requisite, proper signature of Ball Sports Group, Inc., as the sole manager
25 of BBB LLC.

26 163. At the time LaVar made all of the above-mentioned misrepresentations, he was
27 aware that such representations were false and intended that the USPTO would rely on such
28 misrepresentations in accepting the Assignment. The USPTO did, in fact, rely on BBB, Inc. and

1 LaVar's misrepresentations and accept the fraudulent Assignment.

2 164. Due to BBB, Inc. and LaVar's unlawful Assignment, Alan has suffered and
3 continues to suffer significant damages, having been deprived of his rightful ownership of the three
4 trademarks and the profits generated by their use in commerce. The continued unauthorized use and
5 registration of the marks by BBB, Inc. and LaVar further deepens these damages and impedes
6 Alan's rightful claims and potential business endeavors associated with the marks.

7 165. In light of the evidence, Alan fervently asserts that BBB, Inc. and LaVar acted in
8 deliberate contravention of 15 U.S.C. §1120, violating his rights through fraudulent trademark
9 registration. Such actions have not only infringed upon Alan's intellectual property rights but have
10 also caused material harm to his professional reputation and financial well-being. Alan, therefore,
11 implores the Court to recognize the gravity of these defendants' transgressions, to grant appropriate
12 remedies in his favor, and to send a clear message against such egregious misconduct. The
13 vindication of Alan's rights and the preservation of the sanctity of the trademark registration process
14 demand the Court's timely and just intervention.

15
16 WHEREFORE, Alan prays for a judgment against BBB, Inc. and LaVar, and each of them,
17 as outlined below.

18
19 **SIXTH CAUSE OF ACTION**
20 **UNFAIR BUSINESS PRACTICES**
[15 U.S.C. §1125(a); CA. BUS. & PROF. CODE §17200]
21 **(By Alan against BBB, Inc. and LaVar)**

22 166. Alan incorporates and re-alleges by reference to each of the allegations in the
23 preceding paragraphs of this Complaint as though fully set forth here.

24 167. As detailed above, LaVar and BBB, Inc. wrongfully transferred certain intellectual
25 property of Alan, namely the LaMelo Trademarks, the BBB Trademark, and the Lonzo Ball
26 Trademark, without Alan's knowledge or consent. Being fully aware they had pilfered these
27 trademarks, LaVar and BBB, Inc. then began misappropriating such trademarks by utilizing them in
28 advertising, marketing, and promoting their apparel and products both online and in physical stores

1 for their exclusive financial gain.

2 **A. Unfair Competition- 15 U.S.C. §1125(a)**

3 168. LaVar and BBB Inc.'s actions described above and specifically, without limitation,
4 their use of the LaMelo Trademarks, the BBB Trademark, and the Lonzo Ball Trademark, in
5 commerce to advertise, market, and sell shoes and apparel throughout the United States and the
6 world constitutes unfair competition and false advertising in violation of 15 U.S.C. § 1125(a).

7 169. Consumers are likely to be misled and deceived by LaVar and BBB, Inc.'s
8 representations regarding its footwear and apparel products.

9 170. LaVar and BBB, Inc. knew or should have known that their statements were false or
10 likely to mislead.

11 171. As an actual and proximate result of LaVar and BBB, Inc.'s willful and intentional
12 actions, Alan has suffered damages in an amount to be determined at trial, and unless LaVar and
13 BBB, Inc. are enjoined, Alan will continue to suffer irreparable harm and damage to his business,
14 reputation, and goodwill.

15 172. Pursuant to 15 U.S.C. § 1117, Alan is entitled to damages for LaVar and BBB, Inc.'s
16 Lanham Act violations, an accounting for profits made by these defendants on sales of footwear and
17 apparel bearing the LaMelo Trademarks, the BBB Trademark, and the Lonzo Ball Trademark, as
18 well as recovery of the costs of this action. Furthermore, Alan is informed and believes, and on that
19 basis alleges, that LaVar and BBB, Inc.'s conduct was undertaken willfully and with the intention
20 of causing confusion, mistake or deception, making this an exceptional case entitling Alan to
21 recover additional damages and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117.

22 **B. Unfair Competition- California Bus. & Prof. Code §17200**

23 173. LaVar and BBB, Inc.'s actions described above and specifically, without limitation,
24 their use of the LaMelo Trademarks, the BBB Trademark, and the Lonzo Ball Trademark in
25 commerce to advertise, market, and sell shoes and apparel throughout the United States and the
26 State of California constitutes unfair competition and false advertising in violation of the laws of the
27 State of California.

28

1 174. By these actions, LaVar and BBB, Inc. have engaged in false advertising and unfair
2 competition in violation of the statutory law of the state of California, Cal. Bus. & Prof. Code §§
3 17200 and 17500, *et seq.*, and, as a result, Alan has suffered and will continue to suffer damage to
4 his business, reputation, and goodwill.

5 175. As a direct and proximate result of LaVar and BBB, Inc.'s willful and intentional
6 actions, Alan has suffered damages in an amount to be determined at trial and, unless LaVar and
7 BBB, Inc. are restrained, Alan will continue to suffer irreparable damage.

8
9 WHEREFORE, Alan prays for a judgment against BBB, Inc. and LaVar, and each of them,
10 as outlined below.

11
12 **SEVENTH CAUSE OF ACTION**
13 **BREACH OF WRITTEN CONTRACT**
(By Alan against LaVar and Tina)

14 176. Alan incorporates and re-alleges by reference to each of the allegations in the
15 preceding paragraphs of this Complaint as though fully set forth here.

16 177. On April 28, 2016, Alan, LaVar, and Tina entered into a valid, enforceable, and
17 binding written contract when they executed the BSG Bylaws, which named LaVar as Director and
18 President, Tina as Director, and Alan as Director, COO, Secretary and Treasurer.

19 178. On or about December 11, 2017, Alan, LaVar, and Tina entered into a separate valid,
20 enforceable, and binding written contract when they executed the Second Amended BBB LLC
21 Operating Agreement which sets forth BBB LLC's current ownership, divided equally 33.33%
22 between Alan, LaVar, and Tina.

23 179. The BSG Bylaws provide:

24 "I.10 Founders Agreement Incorporated by Reference. The officers agree to incorporate
25 by reference all terms proposed in the founders agreement, "Proposed Terms-Ball
26 Sports Group Inc." executed by the Founders on April 12, 2016, included as
EXHIBIT 1"

27 "II.4 Quorum of Directors and Action by the Board. ...Any action required or permitted
28 to be taken by the Board of Directors or any committee thereof may be taken without
a meeting if all members of the Board or the committee consent in writing to the
adoption of a resolution authorizing the action."

1 “II.5 Meetings of the Board. An annual meeting of the Board of Directors shall be held
2 in each year directly after the annual meeting of shareholders. Regular meetings of
3 the Board shall be held at such times as may be fixed by the Board. Special meetings
of the Board may be held at any time upon the call of the President or any two
directors.”

4 180. The BSG Agreement, as incorporated into the BSG Bylaws, provides:

5 “This agreement governs the terms between the Founders, doing business as Ball Sports
6 Group Inc. (the "Company "), and its affiliated Limited Liability Companies "The Ball
Companies ”.”

7 “The following individuals would be admitted as partners in the Company (“Founders”)
8 Founders 1 – Ball Family and Members
Founders 2 – Alan Foster”

9 “Each Founder will have a proportional ownership interest in the Company, as follows:
10 Founders 1 - Shall own a non-dilutable 67% in Ball Sports Group Inc., Ball Media and
Publishing LLC, Ball Merchandising LLC and Other "Ball Family Companies" directly
11 related to this agreement.
12 Founders 2 - Shall own a non -dilutable 33%, in Ball Sports Group Inc., Ball Media and
Publishing LLC, Ball Merchandising LLC and Other "Ball Family Companies" directly
related to this agreement.”

13 “The Company will be managed by the Founders. and a majority of Founders may take any
14 action on behalf of the Company except where explicitly stated otherwise in this agreement.
The unanimous written approval of all Founders is required to:
15 ...liquidate or dissolve the Company, or distribute substantially all of its assets and
business;
16 ...enter into any inbound or outbound license, transfer, or other assignment of protectable
intellectual property used in the Project, including any patentable inventions, copyrights.
17 trade secrets, or trademark rights (except for inbound end user licenses for software
applications in the ordinary course of business);
18 ...approve any contract with a Founder, or an immediate family member or domestic
partner of a Founder, or an affiliate of any of the foregoing persons;

19 “The Founders must refer to the Company, in writing, all opportunities to participate in a
20 business or activity that is directly competitive with the Project within the United States or
Canada, whether as an employee, consultant, officer, director, advisor, investor, or partner...
21 Other than pursuant to the preceding paragraph, to protect the Company's legitimate
business interests, no Founder may participate in any business or activity that is directly
22 competitive with the Project within United States or Canada, whether as an employee,
consultant, officer, director, advisor, owner, sole proprietor, investor, or partner.”

23 “A majority of Founders may not remove a Founder from the Company(s) at any time, for
24 any reason unless consented to by the Founder whose removal is sought.”

25 181. The Second Amended BBB LLC Operating Agreement provides:

26 “3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company’s net
27 profits or net losses shall be determined on an annual basis and shall be allocated to
the Members in proportion to each Member’s relative capital interest in the
Company[.]”

28 “3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds
annually or at more frequent intervals as they see fit... Distributions in liquidation of

1 the Company...shall be made in accordance with the positive capital balances[.]”

2
3 182. Alan performed his obligations under the BSG Bylaws and the Second Amended
4 BBB LLC Operating Agreement by devoting his time, capital, and resources to the growth of BSG
5 and BBB LLC. For example, Alan managed the day-to-day operations of Big Baller Brand’s
6 manufacturing and sales, created a promotional campaign for LaMelo by designing and marketing
7 his own signature sneaker, secured a reality tv series for the Ball family entitled “Ball in the
8 Family” which aired on Facebook Watch, travelled around the world promoting and marketing Big
9 Baller Brand, facilitated meetings and potential collaborations with influential industry figures such
10 as Ice Cube and Kanye West, and promoted the JBA basketball league, which was owned by BSG.

11 183. In the alternative, Alan's performance of his obligations under the BSG Bylaws and
12 Second Amended BBB LLC Operating Agreement was excused, waived, or prevented by LaVar
13 and Tina’s actions in intentionally and purposefully excluding and preventing Alan from
14 participating in the business operations of BSG and BBB LLC by refusing Alan access to BSG and
15 BBB LLC company records, excluding him from BSG and BBB LLC meetings, and actively
16 preventing him from carrying out his duties as officer and/ or director for both companies.

17 184. LaVar and Tina have materially and substantially breached the contract.

18 185. Specifically, LaVar and Tina have:

- 19 (a) failed and refused to notice and/or hold regular meetings of the BSG directors or
20 otherwise submit unanimous consent resolutions to the directors for consideration
21 pursuant to the BSG Bylaw requirements but, instead, have unilaterally made Board
22 decisions without notifying or including all board members;
- 23 (b) failed and refused to issue Alan his 33% ownership interest in BBB, Inc. as a related
24 “Ball Family Company” pursuant to the BSG Agreement, choosing instead to retain
25 the entire interest in BBB, Inc. to themselves for their overtly greedy financial gain;
- 26 (c) failed and refused to obtain the unanimous written consent of all BSG founders prior to
27 liquidating or dissolving BBB LLC, or distributing substantially all of its assets and
28 business, as required by the BSG Agreement;

- 1 (d) failed and refused to obtain the unanimous written consent of all BSG founders prior to
2 transferring trademark rights of Alan and/or BBB LLC including, but not limited to,
3 the LaMelo Trademarks, the BBB Trademark, and the Lonzo Ball Trademark, as
4 required by the BSG Agreement;
- 5 (e) on information and belief, failed and refused to obtain the unanimous written consent
6 of all BSG founders prior to entering into a license, transfer, or other assignment of
7 protectable intellectual property with third parties, as required by the BSG Agreement;
- 8 (f) on information and belief, failed and refused to obtain the unanimous written consent
9 of all BSG founders prior to approving any contract with a Founder, or an immediate
10 family member or domestic partner of a Founder, or an affiliate of any of the foregoing
11 persons, including but not limited to LaMelo, MB1 Enterprises, and/or PUMA, as
12 required by the BSG Agreement;
- 13 (g) failed and refused to refrain from participating in any business or activity that is
14 directly competitive with BSG or any related “Ball Family Company”, as required by
15 the BSG Agreement;
- 16 (h) failed and refused to annually allocate profits of BBB LLC to Alan, as required by the
17 Second Amended BBB LLC Operating Agreement;
- 18 (i) failed and refused to annually (or more frequently) distribute profits of BBB LLC to
19 Alan, as required by the Second Amended BBB LLC Operating Agreement.
- 20 186. As a result of LaVar and Tina's breaches, Alan has suffered general damages of at
21 least \$200 million, the exact amount of which will be proven at trial.
- 22 187. The general damages flow directly from and are the natural and probable
23 consequences of LaVar and Tina's breaches.
- 24 188. As a result of LaVar and Tina's breaches, Alan has sustained special damages of at
25 least \$200 million, the exact amount of which will be proven at trial.
- 26 189. The special damages suffered by Alan include, but are not necessarily limited to, lost
27 profits, harm to professional reputation, brand dilution, and loss of enterprise opportunity.
- 28 190. The special damages were foreseeable and within the contemplation of the parties

1 before or at the time the contract was made.

2 191. Alan is entitled to judgment against LaVar and Tina in the amount of at least \$200
3 million, including interest.

4
5 WHEREFORE, Alan prays for a judgment against LaVar and Tina, and each of them, as
6 outlined below.

7
8 **EIGHTH CAUSE OF ACTION**
9 **BREACH OF FIDUCIARY DUTY**
(By Alan against LaVar and Tina)

10 192. Alan incorporates and re-alleges by reference to each of the allegations in the
11 preceding paragraphs of this Complaint as though fully set forth here.

12 193. At all relevant times, LaVar and Tina had a fiduciary relationship with Alan. LaVar
13 and Tina's positions both as directors and majority shareholders in BSG and as members and
14 majority owners of BBB LLC imposed a fiduciary relationship upon them as a matter of law
15 respecting Alan, who was a minority shareholder and owner of BSG and BBB LLC, respectively.

16 194. LaVar and Tina owed Alan the fiduciary duties of good faith, loyalty, fair dealing,
17 and due care. LaVar and Tina owed these duties to Alan pursuant not only to the fiduciary nature of
18 the parties' relationship but also pursuant to common law, Cal. Corp. Code § 309, and Cal. Corp.
19 Code § 17704.09, among others.

20 195. LaVar and Tina breached these duties to Alan by engaging in self-interested
21 transactions, failing to disclose critical information, and stealing funds. Specifically, LaVar and
22 Tina have: (a) covertly formed BBB, Inc., which is subject to the BSG Agreement without notifying
23 Alan or issuing him his requisite ownership interest in the company or paying him his percentage of
24 profits; (b) misappropriated the LaMelo Trademarks, the BBB Trademark, the Lonzo Ball
25 Trademark and other intellectual property from Alan and BBB LLC for their exclusive personal
26 financial gain; (c) transferred ownership of the LaMelo Trademarks, the BBB Trademark, the
27 Lonzo Ball Trademark and other intellectual property without notifying or disclosing such transfer
28 to Alan; (d) on information and belief, entered into contracts or agreements pertaining to the

1 LaMelo Trademarks, the BBB Trademark, the Lonzo Ball Trademark and other intellectual
 2 property for their exclusive personal financial gain and without notifying or disclosing such actions
 3 to Alan; and (e) on information and belief, secreting away revenue and proceeds of BSG, BBB, Inc.,
 4 BBB LLC and/or other Ball Family Companies for their exclusive personal financial gain and to
 5 deprive Alan of profits that are rightly due to him.

6 196. As a direct and proximate result of LaVar and Tina's breach of these duties owed to
 7 Alan, Alan has suffered damages stemming from profits that were wrongly withheld, deprivation of
 8 valuable intellectual property, and deprivation of valuable stock, membership interests, and other
 9 personal property, the value of which is estimated to be in excess of \$200 million, the exact amount
 10 of which is to be determined at trial, which have accrued and are continuing to accrue.

11 197. Additionally, Alan is entitled to punitive damages as a result of LaVar and Tina's
 12 conduct. Specifically, in doing the acts alleged above, LaVar and Tina have been guilty of
 13 oppression, fraud and malice and have acted in conscious disregard of Alan's rights, entitling Alan
 14 to recover punitive and exemplary damages in an amount to be established at trial.

15
 16 WHEREFORE, Alan prays for a judgment against LaVar and Tina, and each of them, as
 17 outlined below.

18
 19 **NINETH CAUSE OF ACTION**
CONVERSION

20 **(By Alan against LaVar, PUMA, LaMelo, and MB1 Enterprises)**

21 198. Alan incorporates and re-alleges by reference to each of the allegations in the
 22 preceding paragraphs of this Complaint as though fully set forth here.

23 199. As discussed above, Alan, pursuant to the BSG Bylaws, owns a 33% ownership
 24 stake in BSG and all Ball Family Companies including, but not limited to, BBB, Inc. Furthermore,
 25 Alan was a 33% owner of BBB LLC prior to its dissolution and now personally owns intellectual
 26 property formerly held by the company including, but not limited to, the LaMelo Trademarks, the
 27 BBB Trademark, and the Lonzo Ball Trademark.

28 ///

1 **A. Conversion by LaVar**

2 200. Tension arose between LaVar and Alan over unpaid loans and shareholder
3 distributions owed to Alan. Alan approached LaVar about getting repaid on various outstanding
4 loans Alan made to LaVar and also suggested that BBB LLC and BSG make distributions to their
5 members and shareholders, respectively. In typical LaVar fashion, he became irate and barked back
6 that Alan should stay in his lane and that LaVar would determine when loans would be paid back
7 and company funds would be paid out!

8 201. In fact, Alan discovered that LaVar had improperly and secretly taken millions in
9 unilateral distributions from BSG, BBB LLC, and other “Ball Family Companies” in violation of
10 the BSG Bylaws and BSG Agreement.

11 202. Rather than pay Alan the funds owed to him, LaVar, who stated to Alan and others
12 how he wanted the Ball Family Companies all to himself and without Alan receiving anything,
13 devised a plan to oust Alan from BSG, BBB LLC, and other “Ball Family Companies” by
14 exercising dominion and control over all incidents of ownership of the stock or membership interest
15 that Alan held in such companies.

16 203. In a separate incident discussed previously, LaVar assigned the BBB Trademark, the
17 MB1 Trademark, and the Lonzo Ball Trademark to BBB, Inc. despite the fact that Lavar knew that
18 these three trademarks were the personal property of Alan.

19 204. Alan did not consent to any of LaVar’s actions. Despite proper and timely demand
20 by Alan, LaVar has refused to return the stock of BSG and the related companies or the BBB
21 Trademark, the MB1 Trademark, or the Lonzo Ball Trademark and continues to exercise dominion
22 and control over such property.

23 205. As a direct and proximate result of LaVar’s conversion, Alan has suffered damages
24 including loss of income and profits from sales, reputational damage, and diminution in value of his
25 property rights in an amount exceeding the jurisdictional minimum of this Court.

26 206. Alan has been damaged by LaVar’s conversion of the stock of BSG and the related
27 companies and the BBB Trademark, the MB1 Trademark, or the Lonzo Ball Trademark in an
28 amount in excess of \$200 million dollars, the exact amount of which is to be determined at trial.

1 207. LaVar willfully and in bad-faith converted Alan's property.

2 **B. Conversion by PUMA, LaMelo, and MB1 Enterprises**

3 208. Alan is the owner and has the right to possess the LaMelo Trademarks.

4 209. By virtue of their actions as detailed hereinabove, PUMA, LaMelo, and MB1
5 Enterprises substantially interfered with Alan's property by knowingly or intentionally assuming
6 control or ownership over the LaMelo Trademarks or otherwise applying them to their own use.

7 210. Alan did not consent to any of PUMA, LaMelo, or MB1 Enterprises' actions.
8 Despite proper and timely demand by Alan, PUMA, LaMelo and MB1 Enterprises have refused to
9 cease knowingly or intentionally assuming control or ownership over the LaMelo Trademarks or
10 otherwise applying them to their own use.

11 211. As a direct and proximate result of PUMA, LaMelo, and MB1 Enterprises'
12 conversion, Alan has suffered damages including loss of income and profits from sales, reputational
13 damage, and diminution in value of his property rights in an amount exceeding the jurisdictional
14 minimum of this Court.

15 212. Alan has been damaged by PUMA, LaMelo, and MB1 Enterprises' actions in an
16 amount in excess of \$200 million dollars, the exact amount of which is to be determined at trial.

17 213. PUMA, LaMelo, and MB 1 Enterprises willfully and in bad-faith converted Alan's
18 property.

19 214. Alan is entitled to preliminary and permanent injunctive relief against PUMA and
20 LaMelo, as well as compensatory, punitive, and exemplary damages in an amount to be proven at
21 trial.

22

23 WHEREFORE, Alan prays for a judgment against LaVar, PUMA, MB1 Enterprises, and
24 LaMelo, and each of them, as outlined below.

25 ///

26 ///

27 ///

28 ///

TENTH CAUSE OF ACTION
FRAUD AND CONCEALMENT OF FACTS
(By Alan against PUMA, LaMelo, and MB1 Enterprises)

215. Alan incorporates and re-alleges by reference to each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

216. PUMA, LaMelo, and MB1 Enterprises misrepresented facts pertaining to certain intellectual property, namely, the LaMelo Trademarks and the Infringing Trademarks. Specifically, PUMA, LaMelo, and MB1 Enterprises represented that the Infringing Trademarks were unique, original, and associated with LaMelo's first signature sneaker.

217. PUMA, LaMelo, and MB1 Enterprises made these representations in connection with the marketing and sale of PUMA's LaMelo signature sneaker.

218. PUMA, LaMelo, and MB1 Enterprises' representations were materially false and misleading because the Infringing Trademarks were not unique or original and were not associated with LaMelo's first signature sneaker. Instead, the Infringing Trademarks were virtual copies of the LaMelo Trademarks, designed to fool the consuming public and mooch off the goodwill and brand recognition built by Alan and BBB LLC when they created, marketed, and sold LaMelo's true first signature sneaker- the Big Baller Brand MB1.

219. Alan is informed and believes and on that basis alleges that PUMA, LaMelo, and MB1 Enterprises knew or had reason to know these representations were false when they made them because PUMA, LaMelo, and MB1 Enterprises were then presently aware of the LaMelo Trademarks and the pertinent details concerning the BBB MB1 shoes. LaMelo, for instance, personally designed the LaMelo Trademarks and worked side-by-side with Alan in their creation. Similarly, PUMA, as a commercial giant in the athletic shoe industry, was alert to the trademarks and intellectual property owned by BBB LLC in connection with its apparel.

220. Alan is informed and believes and on that basis alleges that PUMA, LaMelo, and MB1 Enterprises deliberately misrepresented facts pertaining to the LaMelo Trademarks and Infringing Trademarks to Alan so as to induce him to refrain from taking action to protect his intellectual property and to prevent Alan from becoming aware of the fact that PUMA, LaMelo, and MB1 Enterprises were using his intellectual property without compensating him.

1 221. Alan relied to his detriment on PUMA, LaMelo, and MB1 Enterprises'
2 misrepresentations by refraining from taking any action to protect his intellectual property.

3 222. Alan's reliance on PUMA, LaMelo, and MB1 Enterprises' misrepresentations was
4 justifiable in that PUMA, LaMelo, and MB1 Enterprises concealed the falsity of the representations
5 by failing to inform Alan of their intention to market and sell LaMelo signature shoes and apparel
6 with marks that are confusingly similar to Alan's LaMelo Trademarks in an effort to increase sales
7 and brand awareness by piggybacking off the goodwill created by years of Alan's hard work.

8 223. PUMA, LaMelo, and MB1 Enterprises' intentional misrepresentations, inducing
9 Alan's reliance thereon, was the direct and proximate cause of Alan's loss, which he would not have
10 sustained but for PUMA, LaMelo, and MB1 Enterprises' fraud.

11 224. As a result of PUMA, LaMelo, and MB1 Enterprises' fraud, Alan is entitled to an
12 award of damages in an amount to be proved at trial.

13 225. Additionally, Alan is entitled to punitive damages as a result of PUMA, LaMelo, and
14 MB1 Enterprises' fraudulent conduct. Specifically, PUMA, LaMelo, and MB1 Enterprises' wanton
15 and malicious actions were carried out with the specific intent and purpose to deprive Alan of his
16 intellectual property rights and to subvert and avoid the requirement to pay royalties and license
17 fees that PUMA, LaMelo, and MB1 Enterprises knew would be due Alan for use of such
18 intellectual property.

19
20 WHEREFORE, Alan prays for a judgment against PUMA, LaMelo, and MB1 Enterprises,
21 and each of them, as outlined below.

22
23 **ELEVENTH CAUSE OF ACTION**
24 **UNJUST ENRICHMENT**
 (By Alan against All Defendants)

25 226. Alan incorporates and re-alleges by reference to each of the allegations in the
26 preceding paragraphs of this Complaint as though fully set forth here.

27 227. By virtue of their egregious and illegal actions as detailed hereinabove, including the
28 willful theft, replication, and commercial exploitation of Alan's intellectual property, and the

1 subsequent sale and marketing of infringing products, all Defendants have been unjustly enriched in
2 an amount to be proven at trial.

3 228. As a result of Defendant's unjust enrichment, Alan has suffered substantial financial
4 losses and damages.

5 229. Alan seeks equitable relief, in accordance with the principles of unjust enrichment, to
6 redress the harm suffered as a consequence of Defendants' wrongful actions, and to ensure that
7 Defendants are appropriately held accountable for their ill-gotten gains.

8
9 WHEREFORE, Alan prays for a judgment against all Defendants, and each of them, as
10 outlined below.

11
12 **TWELFTH CAUSE OF ACTION**
13 **CONSTRUCTIVE TRUST**
(By Alan against All Defendants)

14 230. Alan incorporates and re-alleges by reference to each of the allegations in the
15 preceding paragraphs of this Complaint as though fully set forth here.

16 231. The proceeds from the sale of footwear and apparel bearing the LaMelo Trademarks,
17 the Infringing Trademarks, the BBB Trademark, or the Lonzo Ball Trademark were acquired by
18 Defendants through fraud or other wrongful acts. In addition, Defendants received and continue to
19 receive and presently retain assets including, but not limited to, money and intellectual property
20 including, but not limited to, the LaMelo Trademarks, the Infringing Trademarks, the BBB
21 Trademark, or the Lonzo Ball Trademark, which were improperly obtained and/or fraudulently
22 conveyed.

23 232. Alan requests that the Court order either a constructive trust be and remain imposed
24 on those assets which were improperly and fraudulently transferred or obtained as described above,
25 or in the alternative, that a preliminary and permanent injunction issue enjoining Defendants, or any
26 of them, from transferring, hypothecating, or spending any of the assets or property in their
27 possession, under their control or in their name(s). In any event, Alan requests that the Court order
28 Defendants, and each of them, to account for all sums taken, hypothecated, spent, or transferred in

1 connection with the LaMelo Trademarks, the Infringing Trademarks, the BBB Trademark, or the
2 Lonzo Ball Trademark.

3
4 WHEREFORE, Alan prays for a judgment against all Defendants, and each of them, as
5 outlined below.

6
7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff GREGORY ALAN FOSTER prays for judgment against
9 Defendants PUMA NORTH AMERICA, INC., MB ENTERPRISES LLC, MELO LAFRANCE
10 BALL, BIG BALLER BRAND, INC., LAVAR BALL, TINA BALL and DOES 1-10, and each of
11 them, as follows:

12 1. For damages in an amount to be proven at trial for trademark infringement under 15
13 U.S.C. §1114/Lanham Act §43(a);

14 2. For damages in an amount to be proven at trial for trademark dilution under 15
15 U.S.C. §1125(c) and Ca. Bus. & Prof. Code §14247

16 3. For damages in an amount to be proven at trial for trademark infringement under
17 California common law;

18 4. For damages in an amount to be proven at trial for unfair business practices under 15
19 U.S.C. §1125(a) and Ca. Bus. & Prof. Code §17200;

20 5. For disgorgement of Defendants' profits under U.S.C. §1117;

21 6. For damages in an amount to be proven at trial for fraudulent registration of a
22 trademark under 15 U.S.C. §1120;

23 7. For general and special damages according to proof;

24 8. For compensatory and statutory damages according to proof;

25 9. For an injunction by this Court:

26 a. prohibiting Defendants from engaging or continuing to engage in unlawful,
27 unfair, or fraudulent business acts or practices described herein;

28

- b. enjoining Defendants, their agents, employees, and all those acting in concert or participation with them, from manufacturing, distributing, advertising, or otherwise using the trademarks of Plaintiff or any trademark that is substantially similar to Plaintiff's trademarks;
- c. requiring the destruction of all goods, packaging, promotional materials, and any other items bearing any infringing trademarks;
- d. requiring Defendants to undertake corrective advertising to dispel the consumer confusion they have caused, including a public acknowledgement of Plaintiff's exclusive rights to the LaMelo Trademarks, the BBB Trademark, and the Lonzo Ball Trademark; and
- e. requiring a public apology by PUMA, MB1 Enterprises, LaMelo, LaVar, and BBB, Inc. for their willful and intentional trademark theft.

10. For an order from the Court requiring that Defendants provide complete accountings and for equitable relief, including that Defendants disgorge and return or pay their ill-gotten gains obtained from the illegal transactions entered into and or pay restitution, including the amount of monies that should have been paid if Defendants complied with their legal obligations, or as equity requires;

11. For an order of the Court that an asset freeze or constructive trust be imposed over all monies and profits in Defendants' possession which rightfully belong to Plaintiff;

12. For treble damages suffered by Plaintiff as a result of the willful and intentional infringements engaged in by Defendants, pursuant to 15 U.S.C. §1117(b);

13. For damages in an amount to be proven at trial for unjust enrichment;

14. For an award of punitive damages in an amount to be determined by the Court according to proof.

15. For an award for Plaintiff's reasonable attorneys' fees;

16. For an award of all costs of suit;

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1 17. For an award of pre- and post-judgment interest as allowed by law; and

2 18. For such additional legal or equitable relief this Court may deem just and proper.

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4 DATED: November 6th, 2023

5 **LAW OFFICE OF RAYMOND BRENNEMAN**

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7 By: Raymond Brenneman
8 Raymond E. Brenneman, Esq.
9 Attorney for Plaintiff
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